

Remarks

Claims 1-13 and 15-30 are currently pending and stand rejected. Claim 14 has been cancelled. No claims have been amended. Applicants assert that the claims are now in condition for allowance as set forth more fully below.

103 Rejections

Claims 1, 10 and 19 stand rejected under 35 USC §103(a) as being unpatentable over Williams (US Pat 5,692,157) in view of Guck (US Pat 5,848,415) and further in view of Beach (US Pat 5,924,077). Claims 2-4 and 6-9 stand rejected under 35 USC §103(a) as being unpatentable over Williams in view of Guck and further in view of Keyser (US Pat 5,025,373). Claims 10 and 19-20 stand rejected under 35 USC §103(a) as being unpatentable over Williams in view of Guck. Claims 11-13, 15-17 and 23 stand rejected under 35 USC §103(a) as being unpatentable over Williams in view of Guck and further in view of Keyser. Claim 5 is rejected as being unpatentable over Williams in view of Guck and further in view of Schaefer (US Pat 5,826,268). Claim 18 is rejected as being unpatentable over Williams in view of Guck and Keyser and further in view of Schaefer. Claims 21 and 22 stand rejected under 35 USC 103(a) as being unpatentable over Williams in view of Guck and further in view of Hamala (US Pat 5,345,586). Claims 25 and 26 stand rejected under 35 USC 103(a) as being unpatentable over Williams in view of Guck and further in view of Spencer (US Pat 6,356,909). Claims 27-30 stand rejected under 35 USC §103(a) as being unpatentable over Lipner (US Pat 5,553,304) in view of Williams. Applicants respectfully traverse these rejections.

The Office Action has rejected independent claims 1, 10 and 19 by asserting that Williams discloses most of the elements but fails to disclose a single permissible formatting standard rule used for data transfers of that type that is automatically sent to the remote office before sending data.

However, the Office Action then asserts that Beach and Guck cure the deficiency of Williams. The Office Action asserts that Beach teaches a set of mathematical equations within a database where each equation is stored as set of sequential steps within a dimension of the database where each step is associated with a variable or mathematical

operator that is used in conjunction with variables and operators of previous steps to generate the equation and the receiving of data to apply the equations to the data.

The Office Action then asserts that Guck teaches a method of sending a single permissible rule to a remote server and that it would have been obvious to combine Beach's data transformation method and Guck's method of sending a single permissible rule to a remote server with William's transfer method because they offer the advantage of facilitating the evaluation and management of data by providing a standard report of data and the advantage of allowing any client, no matter what format, to enable their document to be suitably formatted for transmittal and reception by clients requiring specialize formats.

Applicants point out that there appears to be no explicit or implicit motivation or suggestion in any of Williams, Guck or Beach for any combination of the references and the Office Action has not provided such a citation. In fact, as discussed below, Beach appears to teach away from the claimed recitations and therefore argues against any such combination. "Offering the advantage" is not an explicit or implicit motivation to combine the references. A reference must provide an explicit or implicit suggestion, teaching or motivation in order to be §103 prior art. (See, *In Re Dembiczak*, 175 F.3d 994, 50 U.S.P.Q.2D (BNA) 1614 (Fed. Cir. 1999) (Placing a pumpkin face on an orange trashbag not obvious under 35USC§103 without finding of suggestion, teaching or motivation in the reference). Furthermore, an argument based on the theory that "it was obvious to try" fails as an obviousness rejection. *In re Fine*, 837 F.2d 1071, U.S.P.Q.2D 1596 (Fed. Cir 1988).

Claims 1-9, 10 and 19

Applicants propose that the combination of Williams, Guck and Beach was intended by the Office Action to be applied against independent claim 1 and not claims 10 and 19. Claims 10 and 19 do not recite subject matter directed to the use of mathematical equations which the Office Action asserts is disclosed in Beach. Furthermore, the Office Action later cites Williams and Guck alone as §103 references against claims 10 and 19 thus making the previous inclusion of Beach redundant. In the

interest of a timely and efficient prosecution, Applicants address the combination of Williams, Gluck and Beach in relation to claim 1.

Claim 1 recites elements that although asserted to be taught by Beach are not disclosed by any of Williams, Guck or Beach or any combination thereof. Claim 1 recites, in pertinent part,

“[a] system for managing a set of access rules, comprising...a set of mathematical equations within a database where each equation is stored as a set of sequential steps within a dimension of the database where each step of the dimension is associated with a variable or mathematical operator that is used in conjunction with variables and mathematical operators of previous steps to generate the equation...”.

Such recitations are contrary to the cited subject matter in Beach. Beach teaches that the execution database 206 contains a library of predefined business rules implemented as mathematical/relational *functions* and that each function is identified and executed as a *stand alone function* using data retrieved from a standard database. (Col. 12, l. 30-36). The functions in the execution database are demonstrated in Beach to be complete functions modeling a specific business function. (Col. 13, l. 45-56). In other words, a Beach function is a complete equation. Beach does not disclose a set of mathematical equations within a database where each equation is stored as a set of sequential steps and each step is associated with a variable or an operator. As such, Beach fails to teach or disclose the subject matter asserted by the Office Action and actually appears to teach away from the claim recitations in that the functions in Beach requiring the stored business rules to be complete equations representing a business function and not a set of sequential steps where each step is associate with a variable or an operator.

Further, the Office Action asserts that Guck teaches the storing and using of a set of mathematical equations within a database and single permissible formatting standard rule used for data transfers of that type that is automatically sent to a remote office before sending data. Applicants respectfully point out that Guck merely teaches the use of converter objects residing in the server database. (Col. 4, l. 47-62). The converter objects do not appear and are not disclosed to be a set of mathematical equations within a database where each equation is stored as a set of sequential steps within a dimension of the database where each step of the dimension is associated with a variable or

mathematical operator that is used in conjunction with variables and mathematical operators of previous steps to generate the equation as recited in claim 1.

Furthermore, independent claim 1 also recites that a single permissible formatting standard is automatically sent to the remote office by the main office in response to the initiation of contact by the remote office and prior to transferring data to the main office and that the data is formatted automatically and correctly according to the single permissible formatting standard prior transferring data to the main office.

Thus, no user intervention is required to cause the single permissible formatting standard to be sent from the main office to the remote office since the main office automatically sends the formatting standard to be sent in response to the remote office initiating contact and no user intervention is required to cause the data to be automatically and correctly formatted to be compatible with the single permissible formatting standard prior to the data being sent to the main office. None of the cited references disclose such automatic transfer and implementation of formatting standard rules. The Office Action has conceded that Williams fails to disclose the automatic sending of the formatting standard since it is sent in response to the user selecting the change format option. However, Guck also fails to disclose the elements as well because Guck submits the Get request in response to user activity. Specifically in relation to FIG. 1, Guck states “[t]he user then performs a “get” request for the document he seeks in accordance with the protocol that he is using.” Thus, the “get” request including the file type required is submitted from the requesting client computer on the basis of user activity. It is the client computer that sends the formatting standard with which it is initiating the contact. Thus, Guck fails to account for the deficiencies of Williams because Guck does not disclose sending the formatting standard automatically as a result of that which is being sent the formatting standard having initiated the contact.

In its paragraph 3, the Office Action asserts that the preceding argument (which is repeated from applicant’s previous response) is unpersuasive as it merely asserts the automation of a previously manual function. However, the automatic sending of the formatting standard by the central server to the remote client is not merely automating an old manual process as asserted in the Office Action. Paragraph 3 appears to have omitted an analysis of the second paragraph of the argument pointing out that the remote client in

Guck is requesting that the requested information be sent to it in a format that is compatible with the remote client. Therefore the point of the argument is that the disclosed function of Guck is contrary to the claim recitations not that the process is merely automatic.

For at least the above reasons, claim 1 is allowable over the cited combination of Williams, Beach and Guck. Dependent claims 2-9 depend from allowable base claim 1 and are also allowable for at least the same reasons. Additionally, one or more of these dependent claims recite additional features that are patentable over the cited references, such as claim 9 which introduces multiple remote offices.

Claims 10 and 19-30

Claims 10 and 19-20 stand rejected under 35 USC 103(a) as being unpatentable over Williams in view of Guck. Claims 27-30 stand rejected under 35 USC 103(a) as being unpatentable over Williams in view of Guck and further in view of Lipner. The Office Action asserts that Williams discloses most of the elements of the claims but concedes that Williams fails to disclose a single permissible formatting standard rule used for data transfers of that type that is automatically sent to a remote office before sending data. The Officer Action then asserts that Guck cures the deficiency of Williams.

Claims 10, 19 and 27 each recite similar elements. As a representative example, claim 19 recites in part,

“[a] system for managing data... for each type of data transfer from the remote office to the main office there is an access rule or a data rule that comprises a single permissible formatting standard used by the main office for data transfers of that type, and wherein the formatting standards of the access rules and data rules are automatically sent to the remote office by the main office in response to the initiation of contact by the remote office and before the remote office transmits the data to the main office such that the data is first automatically correctly formatted to be compatible with the single permissible format used by the main office for the data transfer of that type.”

Guck discloses that when a remote user connects to the server using a particular protocol and seeks a document via a “get” request, the server finds the corresponding resource object and can modify its characteristics to accommodate the *formatting requirements of the remote user and/or for the protocol being used*. As discussed above in relation to claim 1, Guck does not teach or disclose a single permissible formatting

standard used by the main office for data transfers of that type to the main office. As such, Guck fails to disclose the functional elements asserted by the Office Action and therefore the combination of Williams and Guck fail to disclose all of the claim recitations.

As for Lipner, in paragraph 36, the Office Action concedes that Lipner also fails to teach that for each type of data transfer from the remote office to the main office there is an access rule or a data rule that comprises a single permissible formatting standard used by the main office for data transfers of that type, and wherein the formatting standards of the access rules and data rules are automatically sent to the remote office by the main office in response to the initiation of contact by the remote office and before the remote office transmits the data to the main office such that the data is first automatically correctly formatted to be compatible with the single permissible format used by the main office for the data transfer of that type. If the Office Action concedes that neither Lipner nor Williams discloses the asserted subject matter and Guck has been demonstrate to also not disclose the asserted subject matter, then it follows then that Claims 10, 19 and 27 contain elements not disclosed by the combination of Williams and Guck and are allowable over the combination of Williams and Guck and in the case of Claim 27 Williams, Guck and Lipner.

It must be noted that the Office Action cites Williams and Guck in a variety of combinations with other references against dependent claims 11-13, 15-18 and 20-26 and 28-30, namely Keyser, Schaefer, Hamala, Lipner and Spencer. None of these references address the core deficiencies inherent in the combination of Williams in view of Guck discussed above in relation to independent claims 10 or 19. As such, dependent claims 11-13, 15-18 and 20-26 depend from either allowable claim 10 or 19 and are allowable for at least the same reasons.


Conclusion

Applicants assert that the application including claims 1-13 and 15-30 is now in condition for allowance. Applicants request reconsideration in view of the remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees other than the fee for continued examination are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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